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Bangalore Electricity Supply Company Limited
(PÀ£ÁðlPÀ ¸ÀPÁðgÀzÀ ¸ÀA¥ÀÆtð ¸ÁéªÀÄåPÉÌ M¼À¥ÀnÖzÉ)

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SECTION-III

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS:

The terms and the words used in these general conditions and the annexed specifications shall have the meaning as stated below:

i) **OWNER: BESCOM / Chief General Manager (Electy.,), (Procurement), Corporate office, BESCOM, Bengaluru.**

ii) **PURCHASER: Purchaser means BESCOM / Chief General Manager (Electy.,), Procurement, BESCOM, Bengaluru.**

iii) **SUPPLIER/MANUFACTURER**: Supplier means the Manufacturer/supplier whose tender has been accepted by the purchaser.

iv) **TENDERER:** Tenderer (Bidder) means the party who has purchased and submitted the Tender documents.

v) **SPECIFICATIONS**: Specifications annexed to this general condition, schedules read with relevant ISS, BSS, and IEC specified.

vi) **MONTH**: Month means Calendar month.

vii) **INSPECTOR**: Inspector means the OWNER's representative, duly authorized or appointed in writing to act as inspector for the purpose of Contract.

viii) **DESTINATION**: Destination means F.O.R delivery at Stores/Site, as intimated by the OWNER and its representative.

ix) **CONTRACT PERIOD**: The contract period is the period for supplying the material as per the terms and conditions of bid document and purchase order. In case of extended contract period at the request of the supplier, the owner at his discretionary may extend the currency period for supply of

material abiding by the terms and conditions of initial contract period without the benefit such as price variation, tax increase etc., if any.

2.0 **PRICES**:

2.1 The **Prices are FIRM basis throughout the period of** contract. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

2.2 The Bidder shall furnish Unit computed FORD price on the KPP portal in the option of '' item wise bid commercial offer'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain EX works and tax structure as applicable GST charges on KPP portal.

3.0 It may be noted that incomplete and vague offers are liable to be rejected without any further reference.

4.0 Penalty, Warranty, Test Certificates, Insurance, Inspection, Validity, and Security Deposit are as enumerated in the Bid documents.

5.0 Bidder shall give clear acceptance to all our clauses of the enquiry failing which it will be presumed that they have agreed to all our terms of enquiry.

6.0 Any bid submitted in response to the tender shall conform absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.

7.0 BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.

8.0 **Quantity**: May be increased/decreased at the discretion of the purchaser while placing order adhering to the provisions of KTPP Act.

9.0 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

10.0 The BESCOM reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

11.0 After receipt of supplies, if the materials do not conform to the relevant IS/IEC and to enquiry specification, the materials will be rejected. The rejected

materials shall be collected by the supplier at his own cost. The BESCOM may accept replacement only if it conforms to the specification.

12.0 The Bidder shall quote prices in one slab. Prices quoted in more than one slab are not accepted.

13.0 The final acceptance of the Bid will rest with BESCOM, Bengaluru.

14.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

15.0 <u>TERMS OF PAYMENT:</u>

15.1 GST: BESCOM is registered under GST.

15.2 The Consignee Division will arrange payment of 100% value of materials along with 100% GST on receipt of Trucks and after inspection of materials at destination and against the presentation of dispatch and other documents by the firm to the Executive Engineer (Ele), of the Consignee Division of BESCOM after satisfying the terms & conditions of the order, and after receipt of Trucks acknowledgement statement from the consignee stores.

15.3 For arranging 100% payment, the following documents shall be furnished by the Supplier.

i. Invoice in duplicate, stamped and pre-receipted.

ii. Delivery Challan duly acknowledged by consignee. The payment will be arranged against clear acknowledgment duly signed by the Storekeeper and Store Officer of the relevant BESCOM, Stores.

iii. Material Acknowledgment Statement (to be furnished by consignee).

iv. Approved Test Certificate or reference letter of Chief General Manager (Electy.,), Procurement, BESCOM, Bengaluru, approving the test certificate.

v. a) For payment of GST the original invoice, (buyers copy) duly authenticated by the Proprietor/Director or the Company Secretary shall be submitted.

b) The serial numbers of the Invoices which were brought into use by the supplier is to be informed to the Asst. Collector of Central Excise of the Jurisdiction and a Xerox copy to that effect shall be produced.

vi. The triplicate and quadruplicate copies of the invoices may be sent to the respective consignees for submission of Materials Acknowledgement Statement.

16.0 **Packing**: The successful Bidder shall provide packing for securely protecting the materials to avoid damage in transit under proper condition and they shall be responsible for all losses or damages caused by any defect in packing. The package shall be marked with letters BESCOM, P.O. No. and date consignee name address.

17.0 **Penalty for late delivery**:

In case the Trucks are not delivered within the period stipulated in the order, Bidder shall be liable to pay penalty to the BESCOM at **½ % per week subject to a maximum of 10% of the contract value**, subject to force majeure conditions.

18.0 **Force Majeure**:

a) For the purpose of this contract 'Force Majeure' means, an event which could not reasonably, have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to war risks, civil disorder, earthquake, strikes, lockouts or other industrial action, electrical failure confiscation or any other action by Government Agencies.

b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a party or such party's sub-Suppliers or agents or employees or by a failure to observe good Engineering practices.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

19.0 **Validity**: The validity of this offer shall not be less than **180 days** from the date of Bid opening. This shall be clearly stated in the Bid.

20.0 **Inspection & Testing During Manufacture**:

The Successful Bidder should Manufacture and offer for inspection. On inspection if any changes/ modification are requested, the Bidder should modify the Trucks and offer for inspection. After successful passing of the 1st Truck, Bidder shall proceed for manufacture & Supply of balance quantity of Trucks.

The manufacturer shall arrange routine acceptance test at his works in the presence of the inspection staff of the company, **if BESCOM desires**.

21.1 The representatives of the company / authorized external agency shall be entitled at all reasonable times during manufacture to inspect, examine and test on the contractor's premises the materials and workmanship of all equipment to be supplied under this contract and if part of the said equipment is being manufactured on other premises, the contractor shall obtain for the companies representative, permission to inspect, examine and test as if the equipment were being manufactured in the company premises. Such inspection, examination and testing shall not release the contractor from his obligation under this contract.

21.2 The requisition letter of **"inspection call"** from suppliers should be submitted to the office of the **Chief General Manager (Electy.,), Procurement, BESCOM**.

21.3 The **supplier shall give the inspection call to the BESCOM 15 days advance notice in writing, the date and place at which the equipment will be ready for testing/inspection.**

21.4 Where the contract provides for tests on the premises of the Supplier, the supplier shall provide such assistance, labour materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the representative of the BESCOM to carry out such test efficiently.

21.5 When the equipment passes the specified tests, the representative of the BESCOM, shall furnish a certificate to this effect in writing to the supplier. The supplier shall provide reasonable copies of the test certificates to the BESCOM.

21.0 <u>Inspection and Testing before Dispatch:</u>

The Trucks will be inspected by Engineers of the **BESCOM** or its authorized representative before dispatch. All tests shall be conducted in the presence of designated person. The approval for the tests or test certificate shall be obtained and also the dispatch instructions shall be obtained before dispatch of the goods. Any materials found to be not in conformity with the specification as detailed in the schedule will be rejected. In such cases, the supplier has to take back the rejected materials/equipment at his own cost. The supplier has to replace them by good ones immediately and the second time inspection at the Factory premises shall be at firms cost as per **BESCOM** norms. **BESCOM** may accept replacements conforming to the specification.

22.0 Inspection after Receipt of Materials:

The Trucks will be inspected on receipt at the Consignee Division. Any material found to be not in conformity with the specification as detailed in the schedule will be rejected. In such cases, the supplier has to take back the rejected material at his own cost **and again offer for inspection duly paying the re-inspection charges as per the norms.**

23.0 Test Certificate:

All routine tests as specified in the relevant IS/IEC shall be conducted and test reports in the form of test certificates duly signed by a responsible officer of your organization or a copy of ARAI for the chassis shall be submitted to the inspecting officer at the time of inspection.

24.0 Delivery of Materials and Dispatch Instructions:

No Trucks shall be dispatched until test certificate wherever applicable, are approved and dispatch instructions have been given.

25.0 The material/equipment supplied shall confirm to the tender technical specification/approved sample.

26.0 Delivery:

The actual delivery schedule will be intimated in the purchase order and the successful Bidder shall adhere to the delivery schedule of the Purchase Order.

The delivery schedule shall be strictly adhered to by the successful Bidder failing which **BESCOM** reserves the right to initiate action as per the terms and conditions of the tender.

Whatever may be the conditions of sale specified or indicated in the quotation, it is only the conditions indicated in the Purchase order and tender specification that will be final and binding upon the **BESCOM**, and if any tenderer likes to add any other terms/conditions, the same shall be clearly brought out in the Tender itself as "DEVIATIONS" which may be considered if acceptable to **BESCOM**.

In the event of the tender being accepted of the material in the tender, the successful tenderer hereinafter referred to "***Supplier" shall execute all orders as per the delivery schedule stipulated in the Purchase Order.***

27.0 PERFORMANCE SECURITY DEPOSIT:

The Performance Security deposit to an extent of **5% value of the Purchase order** shall be paid within 15 days from the date of the LOI valid upto 90 days after the date of completion of performance obligation including Warranty

obligation. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected /replaced material shall be extended to a further period of 12 months and the performance Bank guarantee for proportionate value shall be extended 90 days over and above the initial Warranty period.

The mode of payment of Security Deposit shall be payable in the form of Bank Guarantee from the Nationalized/Scheduled Bank in favour of Chief General Manger (Ele), Procurement, Corporate Office, BESCOM. The Bank Guarantee shall be valid upto 90 days after the expiry of Guarantee Period of last consignment.

In the event of the supplier failing to deposit such security within the prescribed date, BESCOM shall have full discretion to cancel the LOI & Black list the Firm.

The Performance Security Deposit will be discharged without any interest at the end of successful completion of Guarantee period.

28.0 GUARANTEE:

The Trucks offered shall be warrantied for satisfactory operation and against failure due to bad workmanship and inherent defects in design or materials for a period of **one and half year from the date of supply or one year from the date of servicing whichever is earlier**. The supplier shall make good by either repairing or replacing the parts to resolve the issue, at his own cost that fail during the warranty period.

29.0 CONDITIONS OF SUPPLY

EXTENT OF WORK:

This tender is for supply of materials to the Bangalore Electricity Supply Company Ltd., (herein after referred to as the 'Company') for the articles or any part or portion thereof tendered for by the supplier and accepted by the BESCOM or any officers, duly authorized in that behalf, of the said Company at the rates and deliveries to the place or places at or within the time specified in the Purchase Order and without any extra charge or expense to the said Owner other than those mentioned in the Purchase Order.

30.0 Termination for Default:

30.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser or

b) if the Supplier fails to perform any other obligation(s) under the Contract.

c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

30.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

31.0 TERMINATION FOR CONVENIENCE:

31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a) To have any portion completed and delivered at the Contract terms and prices; and/or

b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

32.0 <u>TERMINATION OF CONTRACT</u>:

In case the supplier fails to supply the Trucks within the contracted period of delivery or in case the Trucks supplied are found not in accordance with prescribed specifications and/or approved sample or in case the supplier has supplied any part consignment (Short supplied) and failed to supply the balance within the contracted delivery period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date BESCOM shall exercise its discretionary powers on any or all the following:

a. To recover from the supplier, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above ; and
b. To purchase elsewhere, after giving due notice to the Supplier on account and at the risk of the Supplier such materials not so delivered or others of a similar description without canceling the contract. In respect of the consignment not yet due for delivery, the Supplier shall not be entitled to any saving on such purchase made against default:
c. To cancel the purchase order :
d. To forfeit the security deposit/EMD if it has been furnished and in case of permanent Security Deposit to forfeit the amount equivalent to the Security Deposit in the particular purchase order from out of the permanent Security Deposit.
e. To recover the testing charges.
f. To black list or not to consider future offers for a specified period.

The decision of the BESCOM shall be final as regards the acceptability or otherwise of materials/equipment supplied.

33.0 <u>Settlement of disputes</u>:

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence

arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

Arbitration proceedings shall be conducted in accordance with the rules of procedure specified.

Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

Sd/-

Chief General Manager (Electy.,),
Procurement, BESCOM